

# Appendix A

Subdivision Check ☒Ownership Check ☒

a corporation existing under and by virtue of the laws of the State of New Jersey  
having its principal office at 1703 E. Second Street  
in the Township of Scotch Plains

Union

and State of New Jersey

in the County of  
herein designated as the Grantor,

And

TANG REALTY, INC.

COUNTY OF MIDDLESEX	
CONSIDERATION:	635,900.00
REALTY TRANSFER TAX:	1976.50
DATE 12-15-14 BY	gdy

located at 1703 E. Second Street  
in the Township of Scotch Plains

Union

and State of New Jersey

in the County of  
herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of

One Dollar

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantees forever,

All those tracts or parcels of land and premises, situate, lying and being in the Township of Piscataway in the County of Middlesex and State of New Jersey, more particularly described as follows:

FIRST TRACT:

BEGINNING at a point in the northerly right-of-way line of the Port Reading Railroad, said point being the intersection of property about to be conveyed and the easterly side line of the development known as New Market Terrace, Section 3, situated in the Township of Piscataway, Middlesex County, New Jersey by P.A. Dunham, Incorporated, on file in the Middlesex County Clerk's Office, and from said beginning point running thence (1) along the northerly side line of the Port Reading Railroad right-of-way south seventy-nine degrees fifty-five minutes East one thousand seven hundred three feet, more or less, to a point in line of lands of Charles Smith; thence (2) along the westerly property line of Charles Smith northerly one thousand feet, more or less to the southeasterly corner of lands recently granted to Melsen E. Laustsen; thence (3) along the southerly side line of Laustsen's property parallel to, and one thousand feet distant at right angles from the northerly side line of the Port Reading Railroad right-of-way north seventy-nine degrees fifty five minutes west one thousand seven hundred seventy feet, more or less, to a point in the easterly side line of the development known as New Market Terrace, Section 3, aforesaid; thence (4) on the easterly line of New Market Terrace south one degree nineteen minutes west one thousand ten feet, more or less, to the point and place of Beginning.

SECOND TRACT:

BEGINNING at a point in the center line of New Brunswick Avenue, said point being distant six hundred forty-one and seventy-five hundredths feet in a magnetic course, north three degrees forty-four minutes east (as the needle pointed in 1936) from the intersection of the said center line of New Brunswick Avenue with the northerly right of way line of the Port Reading Railroad; thence (1) along the center line of the said New Brunswick Avenue, north three degrees forty-four minutes east, one hundred twenty-five feet to a point; thence (2) at right angles to said New Brunswick Avenue, north eighty-six degrees, sixteen minutes West, and passing over an iron pipe at twenty-five feet from the center line of said Avenue, three hundred forty-eight and forty-eight hundredths feet to an iron pipe; thence (3) South 3 degrees 44 minutes West and parallel with the first course 125 ft. to an iron pipe; thence (4) South 86 degrees 16 minutes North parallel with the second course 348.48 ft. to the place of Beginning.

5

EVIDENCE

Piscataway Municipal Court

Holo

229A/14, 18, 24, 15, 15-41

229 A

1-A

1-B

229 A

2A

THIRD TRACT:

3. 230  
LUT  
15  
19-41  
Shown and designated on a certain map entitled "Map of Revised Section 3, New Market Terrace" developed by the Ben Smith Realty Corporation located in Middlesex County, N.J. surveyed by S.T. Churchill, Civil Engineer and Surveyor, June, 1926 and duly filed in said County Clerk's Office on July 17, 1926, which lots being described as follows:

Said lots being known as and by Lot No. 15 and Lots No. 19 to 41, both inclusive, in block 46 on the said map.

Said lots also known as Lot 15 and Lots 19 to 41, both inclusive, in Block 230 on the official Tax Map of the Township of Piscataway.

FOURTH TRACT:

All of the right, title and interest of the Grantors in and to a certain easement agreement dated October 19, 1970, recorded December 4, 1970 in Deed Book 2717 at page 736, et. seq. which easement agreement was executed by E & C Holding Company, a New Jersey corporation, as Grantor, in favor of Marvin H. Mahan, as Grantee, which easement agreement affected the following described premises:

All that certain property situate, lying and being in the Township of Piscataway, County of Middlesex and State of New Jersey, described as follows:

Beginning at the northwesterly corner of land now or formerly of Earl T. and Anna E. Crawford said point being on the following two courses from the intersection of the center line of New Brunswick Avenue with the northerly right of way line of the Port Reading Railroad (1) along the said center line of New Brunswick Avenue North three degrees forty-four minutes East seven hundred sixty-six and seventy-five hundredths feet to a point (2) along the northerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North eighty-six degrees sixteen minutes West three hundred forty-eight and forty-eight hundredths feet to the point of Beginning and from said point of Beginning running, thence (1) along the projection of the said northerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North eighty-six degrees sixteen minutes West four hundred fifteen feet more or less to a point, on the dividing line between Lots 2 and 1-A, Block 229-A, Piscataway Township Tax Map, thence (2) along the said dividing line between Lots 2 and 1-A, Block 229-A, Piscataway Township Tax Map running in a southerly direction fifty feet more or less to a point, thence (3) being fifty feet at right angles and parallel to the first course South eighty-six degrees sixteen minutes East four hundred fifteen feet more or less to a point on the most westerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford, thence (4) along said most westerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North three degrees forty-four minutes East fifty feet to the point and place of Beginning.

The within-described premises are the same premises shown on the certain survey prepared by R. P. Wilson Associates, Civil Engineers and Land Surveyors on survey designated, "Plan of Survey made for Morton A. Siegler situated in Township of

(description continued on Rider attached hereto and made a part hereof)

RIDERDescription Cont.

Piscataway, Middlesex County, New Jersey, scale 1" = 100' dated August 2, 1971, revised January 10, 1972". It is the intention of the within deed to convey all of the right, title and interest of the grantors in and to the premises hereinbefore described and in and to all of the following-described premises:

PARCEL A:

*BLK 229A Lots 1A & 1B & BLK 230 Lots 15 & 19-4*

BEGINNING at a point in the northerly line of Fleming Street (formerly Franklin Street) where same is intersected by the easterly line of Hanover Street (formerly High Street) and thence running (1) along the said northerly line of Fleming Street (formerly Franklin Street) S. 79° 55' E. 160.0' to a point; thence (2) South 1° 19' W. 151.77' to a point in the northerly right of way line of the Port Reading Railroad; thence (3) along the said northerly right of way line of the Port Reading Railroad South 79° 55' E. 1700' to a point in the westerly line of Lot #2, Block 229-A as shown on the Tax Maps of the Township of Piscataway; thence (4) North 4° 34' E. along the said westerly line of Lot 2 1004.66' to an iron pipe located at the intersection of the said westerly line of Lot 2 and the southerly line of Lot 1, Block 229-A as shown on the Tax Maps of the Township of Piscataway; thence (5) North 79° 55' W. and along the said southerly line of Lot 1 1757.04' to an iron pipe; thence (6) South 5° 47' W. 7.51' to a point; thence (7) South 1° 19' W. 11.33' to a point; thence (8) South 78° 53' W. 88.80' to a point in the aforesaid easterly sideline of Hanover Street; thence (9) South 11° 07' E. and along the said easterly sideline of Hanover Street 50' to a point; thence (10) North 78° 53' E. 77.78' to a point; thence (11) South 1° 19' W. 233.46' to a point; thence (12) North 79° 55' West 75.19' to a point in the aforesaid easterly sideline of Hanover Street; thence (13) South 10° 05' West and along the said easterly sideline of Hanover Street 550.00' to the point and place of Beginning.

PARCEL B:

*BLK 229A Lot 2A*

BEGINNING at an iron pin found in the westerly sideline of New Brunswick Avenue at a point distant approximately 641' more or less from the intersection of the said westerly sideline of New Brunswick Avenue with the northerly right of way line of the Port Reading Railroad and running thence (1) North 85° 36' West 323.48' to a point; thence (2) North 4° 24' East 125.00' to a point; thence (3) South 85° 36' East 348.48' to a point in the center line of New Brunswick Avenue; thence (4) South 4° 24' West along the center line of New Brunswick Avenue 125.00' to a point; thence (5) North 85° 36' West 25.00' to the aforesaid iron pin in the westerly side line of New Brunswick Avenue and the point and place of BEGINNING.

PARCEL C:

BEGINNING at the termination of the 2d course described in Parcel B *supra* and from said beginning point running thence: (1) North 85° 36' West 414.0' to a point in the dividing line between Lot 1A and Lot 2 in Block 229-A as shown on the Tax Maps of the Township of Piscataway; thence (2) South 04° 14' West and along said dividing line between Lots 1A and 2, 50' to a point; thence

RIDER

Page 2

(3) South 85° 36' East 415.00' to a point in the westerly line of the premises described in Parcel B above; thence (4) North 4° 24' East and along the westerly boundary line of the premises described in Parcel B above, 50' to the point and place of BEGINNING.

The above descriptions as set forth regarding Parcels A, B and C have been prepared from and in accordance with the certain survey prepared by R. P. Wilson Associates dated August 2, 1971, revised January 10, 1972.

With reference to the premises described in Parcel C above, the grantors herein grant, bargain, sell and convey to the grantees all of their interest in said premises and in and to a certain easement agreement dated October 19, 1970, recorded December 4, 1970 in Deed Book 2717, at page 736, et seq., which easement agreement was executed by E & C Holding Company, a New Jersey corporation, as Grantor, in favor of Marvin H. Mahan, as Grantee, which easement agreement affects the premises described in Parcel C above.

NOTE: The iron pin referred to as the Beginning Point of the description of Parcel B is located in the westerly sideline of New Brunswick Avenue distant 25.00' westerly on a course of South 85° 36' East from a point in the center line of New Brunswick Avenue, which point is distant 641.75' in a magnetic course North 03° 44' East (as the needle pointed in 1936) from the intersection of the said center line of New Brunswick Avenue with the northerly right of way line of the Port Reading Railroad.

This conveyance is made expressly subject to the terms and conditions of the following agreements:

1) Agreement by and between M. A. Siegler Associates and E & C Holding Company dated August 22, 1972; and

2) Agreement by and between M. A. Siegler Associates and Inmar Associates, Inc. dated as of April 20, 1977.

Being the same premises conveyed by Inmar Associates, Inc. to Millington Quarry, Inc. by deed dated November 20, 1978 and recorded in the Middlesex County Clerk's Office

STATE OF NEW JERSEY

COUNTY OF UNION

SS.

## FOR RECORDER'S USE ONLY

Consideration \$ 535,900.00Realty Transfer Fee \$ 1476.00Date \_\_\_\_\_ By QCM

\* Use symbol "(C)" to indicate that fee is exclusively for county use.

## (1) PARTY OR LEGAL REPRESENTATIVE (See instruction #3)

Gary A. Mahan

According to law upon his \_\_\_\_\_ oath deposes and say that he is the \_\_\_\_\_ being duly sworn

President of Millington Quarry, Inc.

(State whether Grantor, Grantee or Legal Representative; if Legal Representative, specify in what capacity)

in the deed between

Millington Quarry, Inc., 1703 E. Second Street, Scotch Plains, New Jersey

(Name and Address of Grantor)

Tang Realty, Inc., 1703 E. Second Street, Scotch Plains, New Jersey

(Name and Address of Grantee)

dated November 20, 1978 and annexed hereto.

## (2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (See instruction #4)

Deponent states that he is the President

(Title of Corporate Officer)

of Millington Quarry, Inc.

(Name of Corporate Grantor or Grantee)

and that he is fully acquainted with the business of said corporation and knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

## (3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (See instruction #5)

Deponent states that he is the \_\_\_\_\_

(Title)

of \_\_\_\_\_

(Name of Title Company or Lending Institution)

participating in the deed transaction herein described and that he knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

## (4) CONSIDERATION (See instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 535,900.00

## (5) LOCATION OF PROPERTY

Deponent states that the real property transferred by the deed annexed hereto is located in

Township of Piscataway

(Taxing District(s))

and Middlesex County

(County(s))

## (6) EXEMPTION FROM FEE (Complete only if exemption from fee or any part thereof is claimed.)

## CHECK APPROPRIATE BLOCK BELOW.

Deponent claims that this deed transaction was exempt from the realty transfer fee imposed by c. 49, P.L. 1968 (See instruction #7) or is exempt from the increased fee imposed by c. 176, P.L. 1975 (See instruction #8) for the following reason(s): \_\_\_\_\_

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 20th day of November 1978

Name of Deponent

1703 E. Second Street  
Scotch Plains, New Jersey 07076

Address of Deponent

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 4621

Deed Number \_\_\_\_\_

Book 3106Page 501Deed Dated 11/20/78Date Recorded 12/18/78

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  
ORIGINAL - White copy to be retained by County.  
DUPLICATE - Yellow copy to be forwarded by \_\_\_\_\_

RECEIVED & RECORDED  
JAN 30 1978

70 DEC 13 AM 9:48

FRANK SCHATZMAN  
CLERK

14621

**Deed**

MILLINGTON QUARRY, INC.

A corporation of  
New Jersey

TO

TANG REALTY, INC.

Dated November 20, 1978

15  
12, 21

Record and Return to:

Edward J. Egan, Esq.  
1703 E. Second Street  
Scotch Plains, New Jersey 07076

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EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that E & C HOLDING COMPANY, a New Jersey Corporation, having its principal office at #4100 New Brunswick Avenue, in the Township of Piscataway, County of Middlesex and State of New Jersey, hereinafter called the "Grantor", for and in consideration of the sum of SEVENTEEN THOUSAND EIGHT HUNDRED (\$17,800.00) DOLLARS, and other good and valuable consideration, in hand paid by MARVIN H. MAHAN, residing at #2250 Woodland Terrace, in the Township of Scotch Plains, County of Union and State of New Jersey, hereinafter called the "Grantee", does hereby give and grant to the said Grantee an easement to cross over or upon, to install, excavate, construct, maintain, renew and repair a street and roadway in perpetuity, including, but not limited to, the right to enter upon said premises for the purpose of making all necessary repairs and performing maintenance thereon:

All that certain property situate, lying and being in the Township of Piscataway, County of Middlesex and State of New Jersey, described as follows:

BEGINNING at the northwesterly corner of lands now or formerly of Earl T. and Anna E. Crawford said point being on the following two courses from the intersection of the center line of New Brunswick Avenue with the northerly right of way line of the Port Reading Railroad (1) along the said center line of New Brunswick Avenue North three degrees forty-four minutes East (N 3° 44' E) seven hundred sixty-six and seventy-five hundredths (766.75') feet to a point (2) along the northerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North eighty-six degrees sixteen minutes West (N 86° 16' W) three hundred forty-eight and forty-eight hundredths (348.48') feet to the point of Beginning and from said point of Beginning running, thence (1) along the projection of the said northerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North eighty-six degrees sixteen minutes West (N 86° 16' W) four hundred fifteen (415' ±) feet more or less to a point on the dividing line between Lots 2 and 1-A, Block 229-A, Piscataway Township Tax Map, thence (2) along the said dividing line between Lots 2 and 1-A, Block 229-A, Pis-



cataway Township Tax Map running in a southerly direction fifty (50') feet more or less to a point, thence (3) being fifty (50) feet at right angles and parallel to the first course South eighty-six degrees sixteen minutes East (S 86° 16' E) four hundred fifteen (150) feet more or less to a point on the most westerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford, thence (4) along said most westerly boundary line of lands now or formerly of Earl T. and Anna E. Crawford North three degrees forty-four minutes East (N 3° 44' E) fifty (50') feet to the point and place of BEGINNING.

The Grantee herein and his heirs, administrators, executors and assigns shall have the benefit and use of said easement for the purpose of ingress and egress for pedestrians and for light and heavy passenger and commercial vehicles.

Reserving unto the Grantor herein and its successors and assigns the right to use the road or street in common with the Grantee, and reserving also the right of access to the road from the parcels of land now owned by the Grantor on both sides of the easement, as well as the right to cross the road at any point with pedestrian or vehicular traffic. The Grantor also reserves the right to cross said road with a railroad spur or siding.

To have and to hold unto the Grantee herein, his heirs and assigns forever, for the uses and purposes aforesaid.

The Grantor herein agrees to consent to the dedications of the easement to the Township of Piscataway for public road purposes, and to execute a deed for the property herein described to the Municipality, if such deed is necessary for the dedication of the property as a public road or street, if the Municipality assumes the responsibility for the repair and maintenance of the road; it being understood, however, that until the Municipality assumes such responsibility, the obligation to maintain and repair the roadway shall be that of the Grantee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by

BOOK 2717 PAGE 735

their proper corporate officers, and their proper corporate seals  
to be hereto affixed this 19 day of October, 1970.

E &amp; C HOLDING COMPANY

BY: *Richard Campbell*  
President

Secretary

WITNESS:

*Marvin H. Mahan*  
Marvin H. Mahan*As to Marvin H. Mahan*

STATE OF NEW JERSEY:  
SS.  
COUNTY OF SOMERSET :

BE IT REMEMBERED, that on this 19 day of October one thousand nine hundred and seventy, before me, the subscriber, a Notary Public personally appeared Andrew Campbell President of E & C HOLDING COMPANY, who I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; and that the within instrument is the voluntary act and deed of said corporation made by virtue of authority from its Board of Directors.

*Sharon H. [Signature]*

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 30, 1973



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5558 465645 H03009

5583

## EASEMENT AGREEMENT

Between

E & C HOLDING COMPANY, a  
New Jersey Corporation,

And

MARVIN H. MAHAN

DATED: October 19, 1970

Prepared by: Benjamin Weiner, Esq.

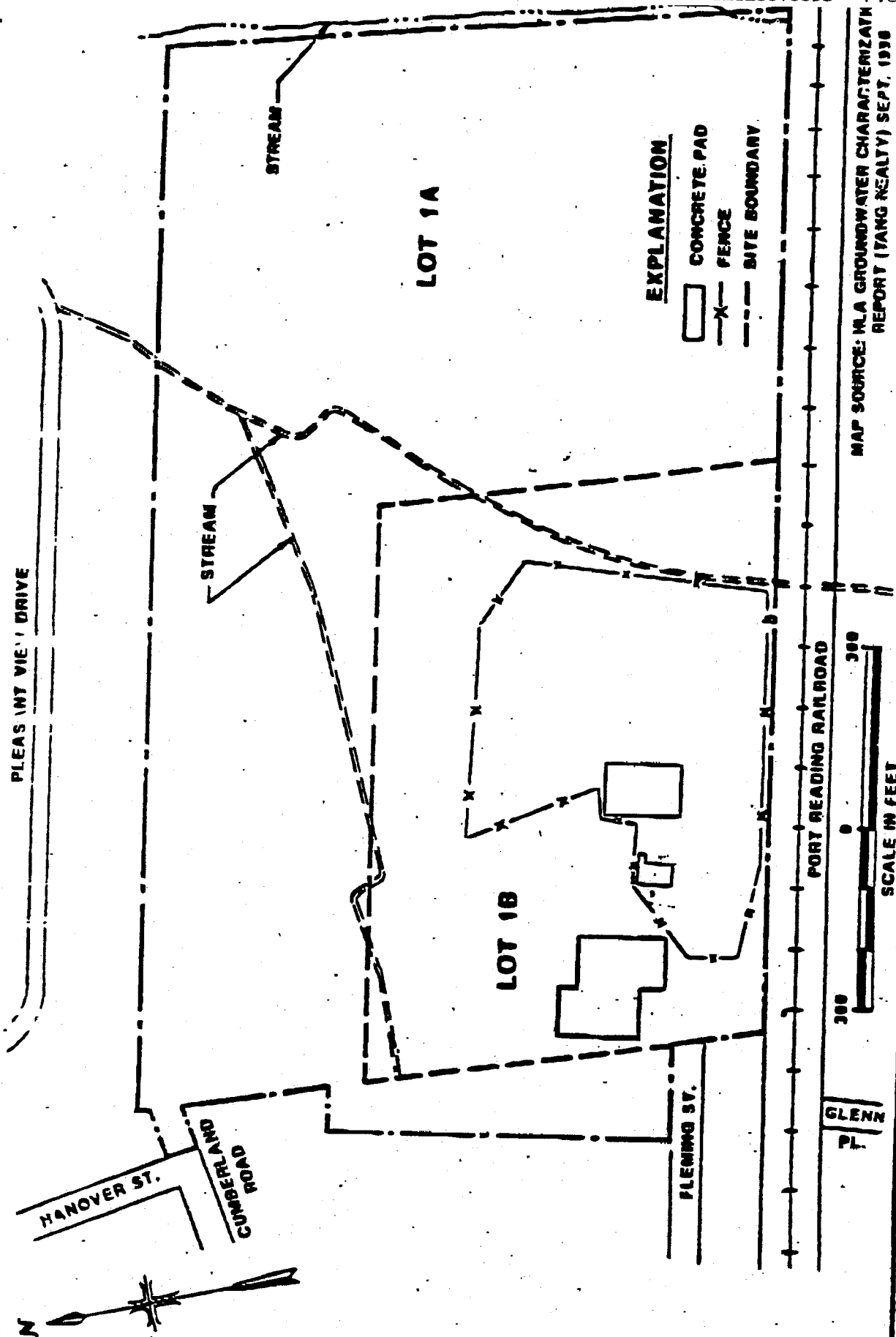
Law Offices  
Weiner, Scholifet & Hendler  
75 Paterson Street,  
New Brunswick, N.J.RECEIVED & RECORDED  
MIDDLESEX COUNTY, N.J.

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FRANK SCHATZMAN  
CLERK

# Appendix B

FIGURE - 2



MAP SOURCE: HLA GROUNDWATER CHARACTERIZATION  
REPORT (TANG REALTY) SEPT. 1998

CHEMSOL, INC.  
DISCATAWAY TOWNSHIP, NEW JERSEY  
**SITE PLAN**

MACOLM PERRY

Los Angeles, Calif.

# WEST

lands

RAILROAD

MMJG Rep - 17.11.6 11:41:37

# Appendix C



### Appendix C

List of records and documents meeting the descriptions set forth in Paragraphs 24 and 27:

- 1 Marvin Mahan's 104 response to the United States Environmental Protection Agency
- 2 Deed between Marvin and Ingrid Mahan and Tang Corporation, dated April 15, 1953
- 3 Conveyance of real property from Tang Corporation to Chemsol, Inc., dated October 6, 1960
- 4 SCTC Offering Circular
- 5 Scientific Chemical Treatment Co., Inc. Annual Report 1968
- 6 Record of Decision for Chemsol, Inc. Superfund Site, dated September, 1998
- 7 Township Committee of Piscataway Township Meeting Minutes, dated October 28, 1964
- 8 Township Committee of Piscataway Township Meeting Minutes, dated March 16, 1965
- 9 Letter to the Mayor of the Township of Piscataway from Marvin Mahan, dated April 5, 1965
- 10 Chemsol, Inc. Annual Report 1964
- 11 Excerpts from Deposition of Marvin H. Mahan (AT&T Technologies, Inc. v. Transtech Industries, Inc., No. 88-4267 (D.N.J.))
- 12 The Courier News article dated October 27, 1965
- 13 Agreement between Chemsol, Inc. and Cenco, dated April 28, 1965
- 14 Agreement of Merger between Chemsol, Inc. and Cenco, dated July 1, 1965
- 15 Certificate of Incorporation of Chemsol, Inc. dated November 4, 1965
- 16 Agreement between Marvin Mahan and Cenco, dated November 1, 1965
- 17 SCTC Board Meeting Minutes dated November 5, 1965

- 18 SCTC Board Meeting Minutes dated May 17, 1967
- 19 Marpak letter referring to merger, dated July 10, 1968
- 20 CB Lilly letter dated 6/19/67; Letter from Robert Meagher to Feuerstein & Sachs, dated July 23, 1968
- 21 Letter from Robert Meagher referring to new facility located at 351 Oliver Street, Newark, New Jersey, dated April 26, 1968
- 22 Purchase Order for Martin Plastics, dated April 3, 1967
- 23 Various pieces of correspondence following July 16, 1967 fire addressed to Chemsol, Inc. rather than Marpak, Inc.
- 24 Excerpts from Deposition of George Terpak, Jr. (Transtech Industries, Inc. v. A&Z Septic Clean, No. 2-90-2578 (D.N.J.))
- 25 Addendum to Agreement dated November 29, 1965 leasing additional lands adjacent to Carlstadt
- 26 SCTC Board Meeting Minutes dated November 28, 1965
- 27 SCTC Board Meeting Minutes dated March 1, 1967
- 28 Portion of Certification of John Meagher dated June 26, 1973
- 29 Settlement Agreement between Transtech and Tang Realty, Inc., dated December 30, 1988
- 30 Transtech press release dated October 4, 1990
- 31 Chemsol, Inc. Annual Report 1961
- 32 SCTC Annual Report 1966